

EXHIBIT 3

FAA AVIGATION EASEMENT

EXECUTED APRIL 20, 1992

RECORDED SEPT. 2, 1992

20318F14

ATTACHMENT B
Avigation Easement

137475

TIME 10:20A
RECORDER FRANKLIN CO., OHIO

SEP 2 1992

HOMEOWNER PARTICIPATION AGREEMENT
RESIDENTIAL SOUND INSULATION PROGRAM
Port Columbus International Airport

RICHARD B. METCALF, RECORDER

RECORDER'S FEE 18⁰⁰

This easement is conveyed from YVONNE DECARDOL WEBB.,
hereinafter called "Grantor", to the Columbus Municipal Airport
Authority of Columbus, Ohio, hereinafter called the "Grantee".
This easement is entered into this 20th day of APRIL,
1992.

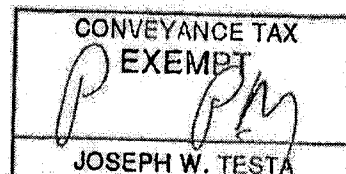
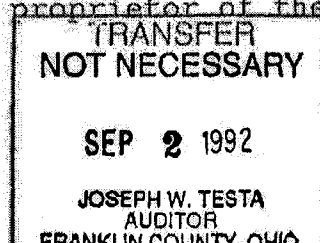
Grantor is the owner of land and improvements thereto located at
1875 ALVASON AVE., COLUMBUS, of the State of Ohio, and
described as follows:

DESCRIPTION

Being Lot Number Seventeen (17) of Argyle Park Subdivision, as
the same is numbered and delineated upon the recorded plat
thereof, of record in Plat Book 36, page 6, Recorder's Office,
Franklin County, Ohio.

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The Grantee is the proprietor of the Port Columbus International
Airport.



MAILED
ENVELOPE FURNISHED

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WHEREAS, The Property is subject to existing or forecast aircraft noise levels of 65 Ldn or higher, is subject to frequent aircraft overflights, and is subject to occasionally loud aircraft noise associated with takeoff and landing; and

WHEREAS, Grantor has been advised that the Property is located in a noise-impacted area (65 Ldn or higher); and

WHEREAS, Grantor acknowledges that the approximate aircraft flight path in relation to the Property is as shown on the "1991 Noise Exposure Map from the Part 150 Noise Compatibility Program" which is attached hereto and marked Exhibit A; and

WHEREAS, Grantee intends to sound insulate the Property to meet Federal Aviation Administration (FAA) guidelines for Part 150 Noise Mitigation Programs;

NOW, THEREFORE, in consideration of the foregoing, Grantor does hereby grant a permanent avigation easement and right of way for noise to the Columbus Municipal Airport Authority, owner and operator of Port Columbus International Airport in all airspace extending from the surface of the property to an infinite height above the Property.

Grantor further agrees that no structures exceeding 50 feet in height (as measured from ground level) shall be constructed on the Property and no other improvements, fixtures or structures in excess of 50 feet in height (as measured from ground level) shall be permitted to be located or remain on the Property. Grantor further grants to the Columbus Municipal Airport Authority the right to trim any trees or other vegetation which exceed 50 feet in height (as measured from

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ground level), at no cost or expense to Grantor. By virtue of this Agreement, the Grantor, for and on behalf of itself and its successors and assigns, waives as to the Columbus Municipal Airport Authority, and any successor agency legally authorized to operate said airport, but only to said Columbus Municipal Airport Authority and said successor agencies, any and all claims for damage of any kind.

Grantor hereby grants to Grantee all that certain avigation easement over and above the Property hereinafter described for the use and benefit of the Grantee, its successors and assigns, for the use and benefit of the public, as an easement and right-of-way appurtenant to the Port Columbus International Airport, for the unobstructed passage of all aircraft, ("aircraft" being defined for the purpose of this easement as any contrivance now known or hereinafter invented, used or designed for navigation or flight in the air by whomsoever owned and operated), which easement is bounded and described as follows, to wit:

Grantor shall not permit or create any electrical interference with radio communication between any installation at Port Columbus International Airport and aircraft, and shall not make it difficult for flyers to distinguish between airport lights and others, and shall not impair visibility in the vicinity of the airport or otherwise to endanger landing, taking off or maneuvering of aircraft, it being understood and agreed that all of the aforementioned covenants and agreements contained shall run with the land.

The Grantor, for and on behalf of itself and its successors and assigns, does further hereby covenant and agree with the Columbus Municipal Airport Authority that it will not, from and after the effective date hereof, sue, prosecute, molest or trouble the Columbus Municipal

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Airport Authority in respect to or on account of the flight of any and all aircraft over or near the Property or for any effects resulting therefrom, including, but not limited to, noise, air pollution, or any and all other possible damages (except damage resulting from negligent operation of the airport) to or taking of the Property resulting from such flights.

This easement and non-suit covenant is granted solely to the Columbus Municipal Airport Authority and any successor agency (but only in their capacities as airport operators) and does not grant any right to private persons or entities, and no such persons or entities shall be the direct or indirect beneficiary of this easement and non-suit covenant.

Said easement and right of way, and all rights appertaining thereunto, to the Columbus Municipal Airport Authority, its successors and assigns, shall remain in effect until said Port Columbus International Airport shall be abandoned and shall cease to be used for public airport purposes.

Grantor covenants that Grantor is the owner in fee simple of the Premises, and that at the time of signing this avigation easement, Grantor has full ownership rights and powers to convey this easement free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature, and Grantor covenants with the Grantee, its successors, and assigns, to warrant and forever defend against all and every person or persons claiming any right or title adverse to the easement herein granted.

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IN WITNESS WHEREOF, the said Grantor has caused this Avigation Easement to be executed
this 20th day of APRIL, 1992.

WITNESS(ES):

Tiffany R. Parker
Anthony C. Jacoboni

GRANTOR(S):

Yvonne D. White

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ATTACHMENT B (continued)

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HOMEOWNER PARTICIPATION AGREEMENT
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STATE OF OHIO)

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) ss.:

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COUNTY OF FRANKLIN)

On this 20TH day of APRIL, 1992, before me the undersigned Notary Public in and for the State of OHIO, duly commissioned and sworn, personally appeared YVONNE D. WEBB and _____, to me known to be the individual(s) described in and who executed the within instrument and acknowledged that he/she/they signed and sealed the same as his/her/their free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal.

Notary Public in and for the
State of OHIO
residing at WORTHINGTON

My Commission Expires On: NO EXPIRATION

Rod Courtney Borden

ROD COURTNEY BORDEN
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
LIFETIME COMMISSION

CERTIFICATE OF RESIDENCE

I, (we) Yvonne D. Webb, do hereby certify that grantor's precise residence is,
1825 ALVASON AVENUE. Dated this 20th day of April, 1992.

GRANTOR(S):

Yvonne D. Webb

